D209118045

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2009 May 04 01:57 PM

Fee: \$ 20.00

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2 Pages

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AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE

THE STATE OF TEXAS

\$ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

\$

WHEREAS, on June 25th, 2007, Kevin W. Schmitt and wife Terry L. Schmitt, whose address is 3207 Vernon Dr, Arlington, TX 76015 ("Lessors") entered into an Oil and Gas Lease with BOTERRA RESOURCES, LLC, as Lessee, a memorandum of which is recorded in the Official Records of Tarrant County, Texas as Document D207253400, covering lands more specifically described therein ("the Lease"), and,

WHEREAS, BOTERRA RESOURCES, LLC, assigned all of their right, title and interest in and to said lease to Chesapeake Exploration, L.L.C., by Assignment, Bill of Sale and Conveyance dated effective August 7th, 2007 and recorded as Document Number D207335372, Official Records, Tarrant County, Texas, and

WHEREAS, Lessor and Chesapeake Exploration, L.L.C., Lessee, desire to amend the Lease and extend the primary term of the Lease by an additional twelve (12) months as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to June 25th, 2010 and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 2nd day of May, 2009, regardless of the actual day of execution and acknowledgement by any or all of the parties constituting the Lessor herein.

Lessor:

Kevin W. Schmitt

Terry I

ACKNOWLEDGMENTS

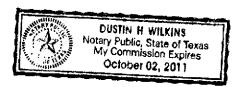
STATE OF TEXAS

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COUNTY OF TARRANT

The foregoing instrument was acknowledged before me on the L day of May

Notary Public in and for The State of Texas



2009, by Kevin W. Schmitt and Terry L. Schmitt